

AGREEMENT

THIS AGREEMENT, Made this day of A. D., 1967,

by and between THE CITY OF PHILADELPHIA, party of the first part (hereinafter called "City") and the TOWNSHIP OF SPRINGFIELD, Montgomery County, Commonwealth of Pennsylvania, party of the second part (hereinafter called "Township").

W I T N E S S E T H :

WHEREAS, Pursuant to an ordinance of City Council, approved November 13, 1946, City and Township entered into an agreement dated January 4, 1947 for the receipt, conveyance and treatment of sewage from the Township by the City; and

WHEREAS, Pursuant to an ordinance of City Council, approved January 24, 1955, the said agreement of January 4, 1947 was amended by an agreement dated March 16, 1955, to permit the receipt, conveyance and treatment by the City of additional sewage from a portion of Upper Dublin Township, from three portions of Cheltenham Township and from an additional portion of Springfield Township; and

WHEREAS, Pursuant to an ordinance of City Council, approved September 26, 1960, the said agreement dated March 16, 1955 was amended by an agreement dated March 1, 1961, which permitted the receipt, conveyance and treatment of sewage flowing from sewers of Township by the City from an additional area of Upper Dublin Township and from Whitemarsh Township including portions of Fort Washington State Park, all shown on the plan attached to the said agreement dated March 1, 1961; and

WHEREAS, There is presently under development within the area draining to to the Springfield Township Sewer System, intensive residential, commercial and public construction requiring adequate waste water service; and

WHEREAS, The natural flow of drainage in the areas connected to the Springfield Township Sewer System is to sewers of the City and the Township has requested that the City accept this additional waste water flow; and

WHEREAS, It is to the advantage of the City that waste water from these areas be received, conveyed and treated by the City's waste water system, rather than be discharged into the watercourses; therefore

1. City and Township hereby agree to further amend the said agreement dated January 4, 1947 as amended, by revising Article Sixth of the said agreement as follows:

"Sixth. It is agreed that the waste water to be received by City's sewers at Erdenheim Street and Stanton Avenue from sewers of Township shall be the sanitary drainage from the Erdenheim and Whitmarsh sections of Springfield Township, and from the Orelan sections of Upper Dublin Township as shown on the map attached hereto and made a part hereof and marked "Exhibit A", and shall not exceed the following rates of flow, to wit:

A maximum of three and six-tenths cubic feet per second, of which three and four-tenths cubic feet per second or two million gallons per twenty-four hour day shall enter City's sewers at Stanton Avenue and Erdenheim Street, and two-tenths cubic feet per second or one hundred thousand gallons per twenty-four day shall enter City's sewers at Northwestern Avenue approximately one hundred and twenty-five feet northeast of Wissahickon Drive.

Should the said rates of flow be exceeded, the Township shall make other provisions for accommodating such excess waste water flow at the sole cost and expense of the said Township."

2. Delineation of Service Areas in Upper Dublin Township as shown on the map attached to the Amendatory Agreement between The City of Philadelphia and the Township of Springfield, dated March 1, 1961, inconsistent with the areas shown on the said "Exhibit A", attached hereto are hereby annulled.

3. All the terms and conditions contained in the agreements between City and Township dated January 4, 1947, March 15, 1945 and March 1, 1961 not specifically modified or annulled by this agreement shall remain in full force and effect.

4. All the terms and conditions contained in this agreement shall extend

to and bind the respective successors and assigns of the parties hereto with the same force and effect as if the words "successor and assigns" had, in each case been specifically mentioned.

IN WITNESS WHEREOF, The Water Commissioner has caused this agreement to be executed on behalf of the City pursuant to an ordinance of City Council and the appropriate officers of the Township have executed this agreement and have hereunto affixed the corporate seal of the Township, duly attested, the day and year first above written.

Attest:

THE CITY OF PHILADELPHIA

By _____
Water Commissioner

Attest:

THE TOWNSHIP OF SPRINGFIELD

By _____
President

COMMONWEALTH OF PENNSYLVANIA)
CITY OF PHILADELPHIA) ss.

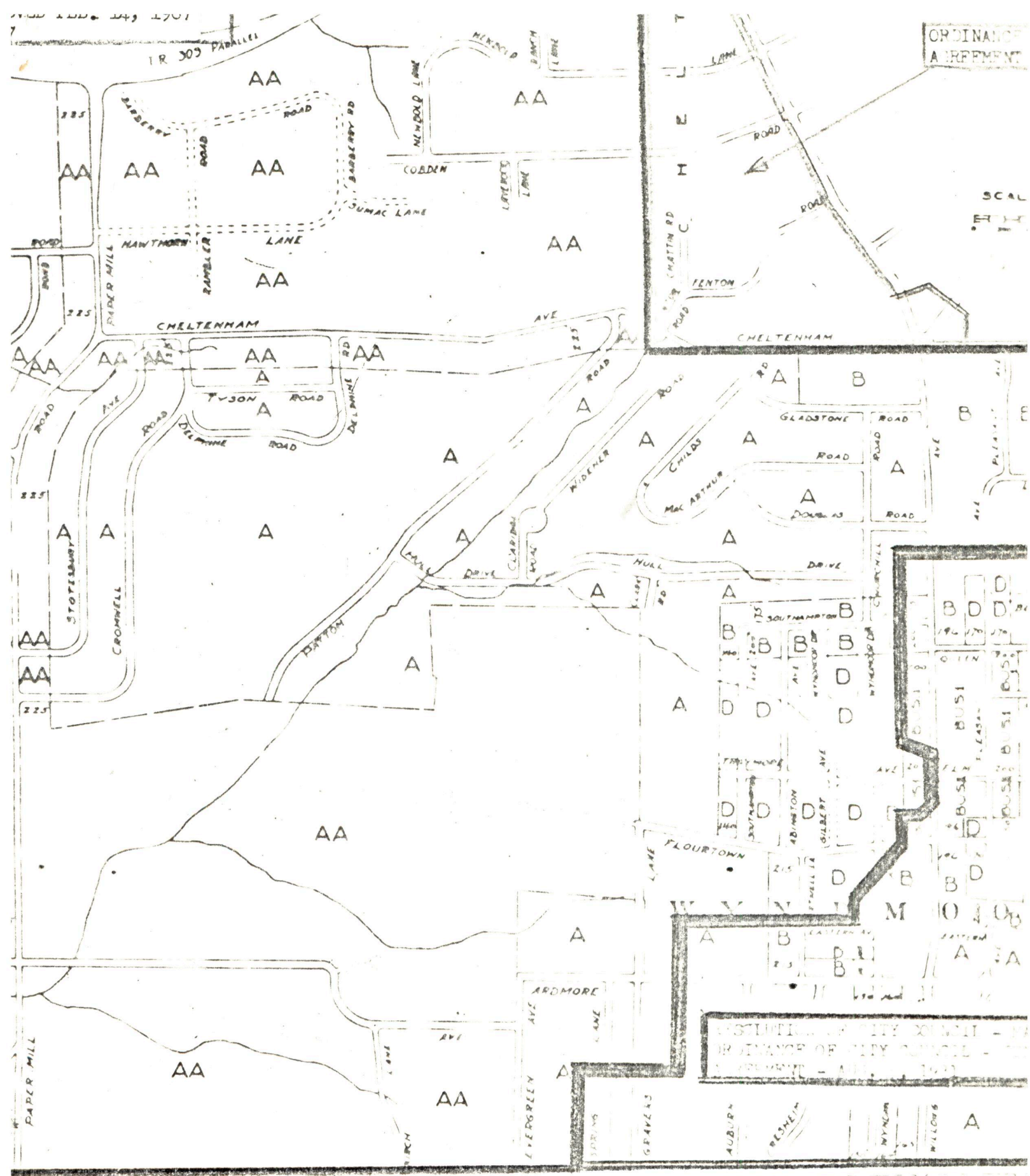
BE IT REMEMBERED, That on this _____ day of _____, A.D. 196____, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in The City of Philadelphia, personally appeared SAMUEL S. BAXTER, personally known to me and to me known to be the Water Commissioner of The City of Philadelphia, who, being duly sworn according to law, deposes and says that he resides in The City of Philadelphia and is the Water Commissioner of the said City; that the said Agreement was duly executed and delivered by him as and for the act and deed of The City of Philadelphia under authority of an Ordinance of City Council, approved by the Mayor _____ for the uses and purposes therein set forth.

Water Commissioner

Sworn to and subscribed before
me the day and year aforesaid.
Witness my hand and Notarial Seal.

Notary Public

My Commission Expires: _____



"EXHIBIT-A"

Signature
TOWNSHIP